



Quote

Date: 3/19/2015

Customer Information

Customer Status: Existing Customer
Customer Name: HANOVER PARK REGIONAL HIGH SCHOOL DISTRICT
Billing Address: 63 MOUNT PRLEASANT AV EAST HANOVER NJ 07936
Street Address Suite City State Zip Code
Billing Contact: Thomas Fields *Phone* (973) 887-0300 x2249 *Email* tfields@hpre.org
Order Contact: Thomas Fields *Phone* (973) 887-0300 x2249 *Email* tfields@hpre.org
Lightpath Contact: David Bourhill *Phone* (201) 644-9621 *Email* dbourhil@golightpath.com

Lightpath Services

Order Type: ADD
Service Location Type: LIT
A Location: 165 Whippany Rd, Whippany, NJ 07981
Demarc:

Account #: 53288
Service Location Type:
Z Location:
Demarc:

		Individual Monthly Recurring Charge	Quantity	Total Monthly Recurring Charge	Non Recurring Charge
1	Enterprise Voice 50K MOU - 3 year 50,000MOU	\$700.00	1	\$700	\$0.00

Order Type: ADD
Service Location Type: LIT
A Location: 63 Mount Pleasant Ave, East Hanover, NJ 07936-2612
Demarc:

Account #: 53288
Service Location Type:
Z Location:
Demarc:

		Individual Monthly Recurring Charge	Quantity	Total Monthly Recurring Charge	Non Recurring Charge
2	Enterprise Voice 50K MOU - 3 year 50,000MOU	\$700.00	1	\$700	\$0.00

Agreement Term: 3 years
Total Monthly Recurring Charge: \$1,400.00
Total Installation Charge: \$0.00

For Internal Use Only

Addendum ☐

Remarks

Terms and Conditions

Price Quotation Terms and Conditions:

- Price Quote good for only 45 days.
- Budgetary offer only and subject to final approval.
- Offer subject to both parties entering into Lightpath's Service Agreement with applicable T&C's.
- Offers are subject to change and can be rescinded at any time.

Service Agreement Terms and Conditions

Lightpath Service: All services ("Service(s)") ordered by Customer from Lightpath shall be subject to Lightpath's acceptance of this Service Agreement and any applicable Addenda ("Agreement") listing the Service and fees associated with the requested Service. All product and technical descriptions may be viewed at www.GoLightpath.com. Service is subject to availability, credit approval, and the following terms and conditions, including those documents identified below and incorporated by reference.

1. **Term:** The initial service term ("Initial Service Term") shall be the period of time listed in this Agreement. Upon expiration of the Initial Service Term, and upon sixty (60) days prior written notice from Lightpath, as applicable, this Agreement shall automatically renew for successive terms. Either party may give notice of its intent not to renew the term in writing at least thirty (30) days prior to the end of the applicable term.
2. **Commencement of Billing / Start of Service Date:** Billing and the Initial Service Term begin on the day Service becomes available for use ("Start of Service Date"). Service is considered to be available for use when connectivity is established to the Lightpath demarcation point and tested in accordance with the applicable technical specification for the Service.
3. **Termination of Service/Circuit:** Termination of individual circuits or Services and all associated billing provided for under this Agreement shall be effective thirty (30) days after written notification of termination is received by Lightpath. In the event of early termination (i.e. termination of a circuit/Service prior to the expiration of a fixed term for such Service), Customer shall be liable for early termination fees in accordance with the terms of this Agreement.
4. **Payment Terms:** Customer will be responsible for the rates listed in this Agreement and all applicable local, state and federal taxes, charges, assessments and other applicable charges. Payment for Services is due within thirty (30) days of the invoice date. Customer shall be subject to a finance charge of 1.5% per month on balances over sixty (60) days past due. Invoices may be viewed and managed by accessing Lightpath's web portal "Customer Care Online" at www.GoLightpath.com.
5. **New Build:** A "New Build" is a site to which Service originates or terminates and to which Lightpath must build or construct new facilities or equipment in order to provide Service. New Build installation shall be subject to, including but not limited to, completion of site survey, municipal permits and right-of-way pole licensing, landlord consent, facility/property access, and conditions outside of Lightpath's control.
6. **Early Termination / Cancellation – New Build:** If Customer cancels any Service prior to the Start of Service Date, Customer shall reimburse Lightpath for all reasonable direct costs incurred by Lightpath prior to Customer cancellation of such Service. If Customer terminates any Service after the Start of Service Date, Customer shall pay an early termination fee equal to a percentage of the total monthly recurring charges times the number of months remaining in the applicable term as follows: (a) 100% if Customer terminates during the first year; (b) 75% if Customer terminates during the second year; and (c) 50% if Customer terminates after the second year.
7. **Early Termination / Cancellation – Non-New Build ("LIT"):** If Customer cancels any Service prior to the Start of Service Date, Customer shall reimburse Lightpath for installation fees, whether waived or not. If Customer terminates any Service after the Start of Service Date, Customer shall pay an early termination fee equal to a percentage of the total monthly recurring charges times the number of months remaining in the applicable term as follows: (a) 100% if Customer terminates during the first year; and (b) 50% if Customer terminates after the first year.
8. **Customer Not Ready / Service Delivery Delay:** In the event Customer is not ready ("CNR") for Lightpath to deliver Service and/or complete installation to the Lightpath demarcation point on the projected installation date, Customer must reschedule and accept delivery of Service within ten (10) business days from the projected installation date. If Customer does not allow Lightpath to complete installation within ten (10) business days from such projected installation date, Lightpath will invoice Customer a CNR fee equivalent to the monthly recurring charges for the Service under this Agreement.
9. **Type II Service:** Service provided by a third party ("Type II") is priced on an individual case basis. Type II Service will terminate at the minimum point of entry ("MPOE") demarcation at a serving facility/location. Any required extension of the MPOE demarcation is subject to time and material charges determined on an individual case basis by Lightpath. Customer will be responsible for any additional fees imposed by the Type II Service provider for delivery of Type II Service including, but not limited to, cross connect fees and building access fees.
10. **Connect Conferencing Services:** Audio Connect and Web Connect conferencing Services purchased pursuant to this Agreement are subject to Lightpath Connect Service Attachment Additional Terms and Conditions attached hereto, as applicable.
11. **Video Conference Service:** Video Conference Service purchased pursuant to this Agreement is subject to Lightpath Video Conference Service Attachment Additional Terms and Conditions attached hereto, as applicable.
12. **Managed Backup Service:** Managed Backup Service purchased pursuant to this Agreement is subject to Lightpath Managed Backup Service Attachment Additional Terms and Conditions attached hereto, as applicable.
13. **Managed WiFi Service:** Managed WiFi Service purchased pursuant to this Agreement is subject to Lightpath Managed WiFi Service Attachment Additional Terms and Conditions attached hereto, as applicable.

14. **Internet Burstable Feature:** Billing for Internet Service Burstable Feature option purchased pursuant to this Agreement is assessed using the 95/5% calculation rule.
15. **Service Level Agreement:** The Service Level Agreement ("SLA") at www.GoLightpath.com/terms sets forth Customer's sole remedy for any claim relating to the Service including any failure to meet any guarantee set forth in the SLA. For customers purchasing Low Latency OTS product or Private Fiber Service, please see Exhibit A for the applicable SLA.
16. **Acceptable Use Policy:** Use of Internet Service must comply with the most current version of Lightpath's Acceptable Use Policy at www.GoLightpath.com/terms. Lightpath reserves the right to suspend Service or terminate this Agreement effective upon notice for a violation of the Acceptable Use Policy.
17. **Privacy Practices:** Lightpath's Privacy Policy at www.GoLightpath.com/terms along with Security Procedures sets forth Lightpath's commitment to respecting and protecting the privacy of its customers.
18. **Additional Terms and Conditions:** Services purchased pursuant to this Agreement, including but not limited to Internet Service, IP Trunking, Remote E-Link, and any other service not currently offered by Lightpath under the state tariffs filed by Lightpath (or its affiliates) and/or Lightpath's Regulations and Schedule of Charges are subject to Additional Terms and Conditions for Non-Tariff Services at www.GoLightpath.com/terms.

All other Services purchased pursuant to this Agreement including but not limited to voice service(s) are subject to the state tariffs filed by Lightpath (or its affiliates) and/or Lightpath's Regulations and Schedule of Charges as set forth at www.GoLightpath.com/terms.

19. **Use of Service:** Lightpath's Voice Services are intended for the standard business customer and may not be resold, used for illegal purpose, for completion of excessive auto-dialed or short duration calls with predictive dialers, or for any use that could harm or interfere with the ability of Lightpath or others to use Lightpath's Network ("Prohibited Use"). Lightpath shall have the right to immediately suspend and/or terminate any or all Services provided hereunder without notice to Customer in the event of any Prohibited Use.
20. **Confidentiality:** "Confidential Information" consists of all information disclosed, whether written or oral, by one party (the "Disclosing Party") to the other party (the "Receiving Party") in connection with this Agreement which is non-public and which is either marked or otherwise communicated as being "proprietary" or "confidential" or where such information is, by its nature, confidential. Confidential Information includes but is not limited to the Disclosing Party's customers or prospective customers, business plans, pricing, optimization recommendations and network designs. Information that is independently developed by the Receiving Party, is lawfully received by the Receiving Party free of any obligation to keep it confidential, or becomes generally available to the public other than by breach of this Agreement, shall not be Confidential Information. Confidential Information is the property of the Disclosing Party and shall be destroyed or returned to the Disclosing Party upon request provided that either party may retain Confidential Information to the extent required by applicable rule, regulation or law.

The Receiving Party shall: (a) use such Confidential Information only for the purposes of performing this Agreement and using Services; (b) reproduce such Confidential Information only to the extent necessary for such purposes; (c) restrict disclosure of such Confidential Information to employees, agents and subcontractors that have a need to know for such purposes; (d) advise those employees, agents and subcontractors of the obligations of confidentiality under this Agreement; (e) not disclose Confidential Information to any third party without prior written approval of the Disclosing Party except as expressly provided in this Agreement; and (f) use at least the same degree of care (in no event less than reasonable care) as it uses with regard to its own proprietary or confidential information to prevent the disclosure, unauthorized use or publication of Confidential Information.

21. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original. Such counterparts shall together constitute one and the same document. Signatures executed and transmitted by electronic signature, photocopy, email PDF or facsimile shall be considered authentic and legally binding to the same extent as an original.
22. **Entire Agreement:** The terms and conditions listed above and those documents identified above constitute the entire agreement between the parties concerning Service and supersede all other representations, understandings or agreements which are not fully expressed herein, whether oral or written. This Agreement is binding as of the date it has been fully executed by all parties. No amendment to this Agreement shall be valid unless in writing and signed by all parties.